

Big Sky Civil Tr
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In The United States District Court
For The District Of Montana
Butte Division

Big Sky Civil TR

Plaintiff,

VS

Civil Action No: *CN-20-SD-BU-BMM*

Bank of America, N.A.

Defendant

Complaint

Complaint

Jurisdiction

1. This Court has jurisdiction over this action pursuant to 28 U.S.C & 1332(a)(1)

Venue

2. Venue is appropriate in the District under 28 U.S. & 1391(2). It is in the District off residents off the Trustee of the Plaintiff and is where a substantial part of the events took place that give rise to this action.

Parties

3. Big Sky Civil TR is Nevada revocable living trust. This suite is brought in its name under rule 17(f). Big Sky Civil is trust that is set up to benefit David Steven Braun. David's physical residence is at 155 Aurora Light Dr B10, in Big Sky Montana. Bank of America is Headquartered in Charlotte, North Carolina.

Summary of Case

- a. The Plaintiff was a Bank Of America Credit Card Customer since the mid 90's.
- b. The credit card was plagued with large amount of Fraud, I.E charges appearing on the statements from merchants in say Florida when the Plaintiff was living in Montana and Nevada.
- c. Their were also two events one in Las Vegas around 2011 where shortly after the incident the Plaintiff was hospitalize under questionable circumstances, vomiting, slurred speech, unable to stand. He has not worked since.

- d. In addition the Plaintiff believes that the real time charges were routinely looked at internally by bank employee's and provided to people outside the bank in an illegal and improper manner.
- e. Towards the end of the credit card, the company contacted the defendant approximately 24 times in a 2 ½ month period. This occurred at the same time as at least two other credit card companies called the Defendant at the same or greater frequency.
- f. The Plaintiff notified a legal address at the end of 2013 Exhibit 1, stating that there was an issue and could potentially expect a law suit. The letter, Exhibit 1, clearly stated that I thought the claim against the bank far exceeded the outstanding balance on the card. The company became unresponsive. At no time did they deny any of the accusations.
- g. Approximately a year and a half later the Bank served the plaintiff with a collection law suit in the local district court. At no time did they respond to the accusations or were able to show that they had attempted to contact me before proceeding in court on the collection matter.
- h. During the suit they did not deny that they did not attempt to contact the Plaintiff before proceeding against a Pro Se party in District Court on what the court was lead to believe was a simple collection matter.
- i. During the Case, I responded that I had a counter claim. The counterclaim was asserted, and it was improperly dismissed due to incorrect Ex Parte communication.
- j. After that the Bank was served a Request for Production, and even while in court they still refused to produce the majority of the records to the account. They also refused to allow the collection suit to be dismissed.
- k. When they refused to produce the records, the Bank assumed the liability even if the issues were not the direct fault of the Bank's employees.
- l. The collection suit ended in a working Judgment in a District Court due to the opposing counsel's negligence which I had to satisfy at great personal

hardship to my family. This further created stress on my life, and prolonged the counterclaim and put the Banks Collections claim ahead off a Pro Se personal injury claim which they caused.

- m. I am aware off at least three law firms the Bank has retained at different times to deal with this issue. It has taken over two to three years just to get this corrected, much less to compensate me for the Damage to my health and life.

Facts

1. The plaintiff was a victim off illegal wire tapping and electronic surveillance. To show proof and background, see 1:14-cv-01286-JEB in DC Federal, and 2:13-cv-00036-DWM in Butte. In this case, I was told twice to affect proper service twice or do 30 days contempt.
2. These electronic surveillance problems extended into cards. The Defendant was sent a letter dated 12-18-2013 Exhibit 1, stating some off the problems and specifying that I believed their was a large civil liability, far greater that the out standing balances on the card, and that in the future they might expect a law suite. This copy was returned to the Plaintiff in response to a request for production in the collection case in Bozeman District Court. The letter went un-responded to.
3. Apparently, the Plaintiff fails some kind of high level background check that is required to be run buy the defendant before settling a law suite. Without ever speaking to me, the defendant contacted the chambers of the State District Judge and lead him to believe that their was some kind off issue that would fall under a rule 12(d) situation. This caused the district court to dismiss the counter claim. It is my understanding that due to this background check

failing, the Defendant was unable to respond to the letter. I.E. They never stated they didn't feel that there was a claim, but was unable to legally offer me any kind of private settlement due to this background check failing.

4. In Late Aug early Sept of 2015, Approximately a year and half after the company was notified with exhibit A and had not responded, there was a knock on my door in Big Sky Montana handing me a summons to a collection case in Gallatin Valley District.
5. In response to the claim, I filled Exhibit 2 with the court, a counter claim.
6. It is my understanding that the Plaintiff ran a high level civil background check through, and filled the very strange motion to dismiss that are Exhibits 3 and 4.
7. I did oppose the motion to dismiss with Exhibit 5. But was unaware of the statement or about this background check failure.
8. Without any hearing or any communication from either the venue or opposing counsel, the court dismissed the Counter Claim see the order in Exhibit 6.
9. It is my understanding, that without ever speaking to me, or even mentioning that they had run this Civil Background Check, the Plaintiff notified chambers Ex Parte, that the district court had no authority to render a Judgment or settlement for this Particular Plaintiff. It is my understanding that this is usually due to a prior contractual event with the US Federal Government. No

such contract exist for the Plaintiff. I filled Exhibit 10, asking for a record off exactly what said in the Ex Parte statement, it went un-responded to.

10. A motion dated 12-17-2015 Exhibit 7 which requested an investigation into criminal behavior on the part off the Plaintiff went un-responded to.

11. The 12-17-2015 motion generated a police contact on 12-25, which was reported to the court in Exhibit 8. The local sheriff still will not produce the detailed statement from the B of A Employee that caused the contact.

12. A 2/5/2016 motion to establish fact's, Exhibit 9 went un-responded to.

13. The Plaintiff served apposing counsel with a request for production dated 6/20/2016. It is Exhibit 11.

14. The Bank responded with Exhibit 12. Of the 9 Points requested, the Bank felt that 2 did not exist, I.E their was not any authorized court ordered access, or any authorized down stream access buy Federal Law Enforcement or Intelligence. The other 7 requests for records were not voluntarily complied with. They did provided a partial call log, which showed approximately 24 contacts in a 2 ½ month period.

15. In September of 2017, the plaintiff filled his first law suite against the Bank in Butte Federal. In the complaint, it was clearly stated that the Plaintiff is unaware of any reason why he should be failing this civil background check. It is my understanding that this is generally associated with clauses in senior military service contracts. The Plaintiff has never served in the military.

16. In this situation, it is my understanding that the proceedings would proceeded along rule 12d. Rather than, or in addition to filling a motion to dismiss, the Bank had the right to request a summary judgment under rule 12d if they had something ancillary to present, like an actual military service contract or service record. As stated in the complaint, nothing tangible was presented, and there was no request for a summary Judgment.
17. With this Defendant and for that matter any other defendant with David Steven Braun as the Plaintiff no court, has ever set a scheduling order with a trial date that would allow a civil trial.
18. It is my understanding that the capacity of David Steven Braun is being set by at least one of the National data centers to can be sued but cannot sue. With Big Sky Civil Tr as the Plaintiff, the capacity of the plaintiff should now be can sue and can be sued and should allow a civil process.
19. Prior to docketing this suite, I sent the included letter requesting settlement and or discussing proceeding back into court using the trust as plaintiff under rule 17(f). Amend Exhibit 13
20. I have not received any response from the Bank
21. It was indicated to me that in my particular situation, any defendant probably still would not be able to make a non dollar settlement agreement. But if you proceeded in court invoking rule 17(f) you would be able to set a scheduling with a trial date for a civil trial. The Bank in know way discouraged this suite or stated that they felt it would be frivolous or non productive.
22.
 - a. In approximately September of 2017, my Infinity FX, which I owned had approximately 410,000 miles on it and would have required a new engine.

- b. I Purchase in September 2017 a 2015 Juke SL, used in Salt Lake City with a no money down loan from Bank Of Santander for approximately 395 dollars a month.
- c. At the time off the transaction my credit score was 615.
- d. I had established a good payment history and gotten some pre-approved offers, so in October of 2018 I applied to two companies, Rate Genius and IlendingDirect to refinance my auto loan. Rate Genius submitted me to three lenders, and IlendingDirect also considered me.
- e. Amend Exhibit 1-5 show official denial from the two companies, and that all three companies that rategeniuservice submitted me to declined to make me an offer.
- f. The offers discussed before pulling my credit report were in the 250 dollar range.
- g. IlendingDirect was very optimistic, and was very eager, see Amend Exhibit 4. I was assigned to a loan consultant. While on the phone, he was able to obtain my credit report and review it. He specifically mentioned that he saw some large credit card delinquencies and asked me about them.
- h. I told him that both JP Morgan and Bank Of America were paid and a done deal and that I could provided documentation to that. He asked me if I could get it removed from my credit report. I told him I don't think I could get that done in the next 48 hours but I would look into this.
- i. Ilending Direct did decline to refinance my loan, and this is what prompted me to pull the credit report that is Exhibit 22. Note that the Bank Of America Credit Card that was paid off is still reported as in

Collection.

23. To this date, the defendant has retained I believe up to three different law firms. They have generated thousands of pages of legal documents in several court houses, they insisted on entering a \$36,000 judgement, they have not freely produced basic records on the account, but they have in no way made a settlement offer of even 1 dollar.

24.

a) On approximately 5/8/2020

I purchased a new Mazda CX-30 Financed by Mazda credit. Mazda had a promotion special of 0% apr for preferred customers. See Amend Exhibit 10.

b) I was approved and financed at 5.99% due to a low credit score. See Amend Exhibit 10.

c) Amend Exhibit 11 is a copy of my credit report as of 8/1/2020. One of two, and the only major derogatory entry on the report is the Bank Of America Credit card. A 668 credit score was not good enough to put me in the top tier and gain the most favorable rate from Mazda Credit. Page 8 of Amend Exhibit 11 shows the derogatory entry from the Bank of America credit card as of 8/1/2020 even though the report freely admits that the Status is Paid and Closed.

d) This has substantially increased my monthly payments on the Mazda. I am still incurring harm and actual damages from this transaction. See Amend Exhibit 12. This is a loan payment and interest rate screen dump from the Mazda web site that gives interest rate and monthly payment estimates for my Mazda based on Credit Score. A 700 credit score yielded an interest rate of 1.9% for a 72 month loan. A 680 Credit score yielded a rate of 3.9%. My credit score of 688 yielded a rate of 5.9%, 4% percent higher than top tier.

Counts/Claims

Count 1

Failure to contact Plaintiff before starting Collection Suite.

25 Plaintiff incorporates the above allegations by reference.

25 Rights and/or laws that I believe were violated.

a. As a minimum, I believe the Defendant was Negligent in starting the collection suite in Bozeman District without contacting the plaintiff to discuss the issue off the outstanding debt. The law suite was started without notice or contact after the Bank had been sent a letter describing major issues with the account and detailed a civil liability much greater than the outstanding balance on the card a year and a half earlier. The letter went un-responded to. Exhibit 1.

b. I further believe that the Defendant intentionally started the collection suite, with the express intent on causing the Plaintiff harm. That they started it knowing their was a counterclaim, and intentionally did not contact the Plaintiff before proceeding in court. I believe they started this suite with the intention off entering a Judgment and then amusing them selves by ordering leaving agents to pick clean the defendants silverware.

c. I believe this behavior was to the level that it also probably broke several criminal laws. In that it was intended to cause physiological if not bodily harm. And that the lawyers would halve to legally consider any counter claim, before filling a debt collection suite on a Pro Se defendant who had tried to contact the company a year and a half earlier.

26. Dates and Times involved with this claim.

- a. In approximately September of 2015, there was a knock on the plaintiffs door. I was handed a summons to the Bozeman district collection suite.
- b. I disclosed a counterclaim dated 9/8/2015. It was quickly dismissed due to improper ex parte communication. This left only the collection part of the claim in front of the district Judge. The subject matter, pool of facts that was covered in the counterclaim was the issues that had occurred while the card was open. It was a rule 8 version of December 2013 letter, which the Bank did not respond to.
- c. The Plaintiff was forced at great stress and harm to myself and to immediate family members to satisfy the Judgement, with a check dated Feb 8, 2017.
- d. Even though the outstanding balance was paid, Bank Of America is still appearing on my credit report as of this month, several companies have denied me credit at a favorable rate to re-finance an auto loan as late as October 2018. I was denied credit from 4 sources. See Amended Exhibits 1-5. Rategeniuss submitted me to three lenders, all three and iLending Direct declined to refinance my loan.
- e. Whether Bank Of America is properly reflected on my credit report is another question, but as a minimum I believe due to the rest of the Bank's behavior, my inability to refinance is directly due to the Bank's behavior. This is a documented fact, that in October of 2018, I am still being denied favorable credit loans.

26. Supporting Facts

- a. The defendant was asked Via a motion dated 12/17/2015, Exhibit 7 to inform/alert "Highly Criminal Behavior" surrounding the starting of an the intent off this suite. It went un-responded to. It did generate a police contact from Charlotte Security.
- b. A motion dated 2/5/2016 to "Establish Facts" Exhibit 9 clearly stated that the plaintiff was in no way notified or contacted prior to the service off this suite. In also stated that the Bank had been sent a letter dated 12/18/2013, Exhibit 1. This was not disagreed with or responded to.
- c. A letter dated 12-18-2013 Exhibit 1 was retrieved buy a request for production. It had been sent to the bank legal department complaining about serious problems with the account and stating that I though the Personal Injury claim from the banks actions far exceeded the Balance on the Card. This letter went un-responded to. And their was no contact until the nock on the door.
- d. Their was a request for production of documents served dated 6/20/2016, Exhibit 11. Items 7, a request to produce the results of the 12/17 motion for Criminal Behavior , and Item 9, a request for communications and records on how the suite got started was not voluntarily complied with. Both Items found responsive documents in existence.
- e. A skip trace was returned from a subpoena at the Baxter Post office. It requested the physical address of my Big Sky PO Box. In a letter in response to a complaint with the Fair Debt Collection act people. Rausch and Sturm state that they sent a letter date June 5 2015, Exhibit 27. They stated that an actual copy off their 30 letter was included with this response, it was not. The Skip Trace from the Baxter Post Office was also dated June 5, 2015, Exhibit 28. The Big

Sky post office provided my physical address to Rausch and Sturm. I think this clearly shows that the Law Firm intended to start aggressive in court collection proceeding without even contacting me, offering a Payment plan or even discussing the counter claim letter that was sent to the Bank a year and half earlier and had gone un-responded to.

27 Bank of America and Rasch and Stern were involved with this count.

28. Injuries

Their was serious emotional stress and physically quit a bit off time I had to invest in dealing with this issue. It was quit obvious that the defendant intended to levy the plaintiff as soon as the Judgement hit the docket. Their were several deliberate errors in starting the suite and in the dismissal that might halve been handled better had an experienced attorney that understood civil procedure bin available. This further created stress, and required a further investment off the Plaintiffs time. The defendant was directly responsible for the plaintiff inability to pay the outstanding balance. Due to the defendants actions, I do not believe it is possible for the Plaintiff to return to a normal carrier that he enjoyed before these event took place.

I am still incurring harm. As late as October, I was unable to refinance at normal rates, this will cost me approximately an additional 60 dollars a month for the next 6 years.

29. Requested relief.

For the time, pain, stress, of halving to deal with the collection suite and the counterclaim. To be made whole, and to be able to proceeded forward with a reasonable standard off life, I am asking for 2,500,000 shares or monetary equivalent of BAC for actual damages. I also believe

that above and beyond this, punitive damages are appropriate in this count.

Count 2

Causing the phone to ring un-controllably

30. Plaintiff incorporates the above allegations by reference.

31. Rights or Laws that were violated.

- a. I believe as a minimum the Bank is Negligent if they felt they need to do discuss issues surround the card, a delinquent balance etc, they had a duty to do this in non harassing or in way that would not inflict physical, emotion or physiologic harm. I was contacted over 24 times in a 2 and a half month period. When finally asked for legal address and sent a letter to the banks lawyers, it went un-responded to. Exhibit 1
- b. I believe the bank made these harassing calls with the intent of knowingly causing harm. These calls occurred at the same time as at least two other banks call centers contacted the plaintiff with the same or greater frequency.
- c. I believe that in this particular case, the frequency and behavior off calls from the Banks Call Centers rose to the level violating criminal statutes. That they did this with the intent of causing harm to the Plaintiff.

32. Approximate dates the issues occurred.

- a. At about the end of 2013, after systemic problems with fraud, improper access, and harassing calls to manipulate the credit line, the Bank Call Centers started a persistent an very aggressive harassment

campaign. I was contact over 24 time in a two and a half month period, Exhibit 29.

- b. At the same approximate time, I was getting similar calls from several other card companies, including Citi, and JP Morgan.
- c. In October 2018 I was denied credit from 4 sources as stated in the summary, and Fact Section of this law suite

33. Supporting Facts.

- a. I finally got annoyed and asked the call center for an address that the Bank Lawyers familiar with the card unit could be reached. I sent the letter dated 12-13-2013. Exhibit 1. Among the complaints it stated the bank contacted me repeatedly and that I thought their was a civil claims much greater than the out standing balance.
- b. A Request for Production of Documents dated 6/20/2016 was served to the Banks Counsel. Under Montana State Civil Procedure, all that is required is an open case. Discovery does not need to be specifically scheduled. The Defendant responded with a document dated 6-26-2016. They did not provide a complete record off all phone contacts, but they did provided a piece of the call logs. It showed the Bank contacted the Plaintiff at least 24 time in a 2 and half month period around the end of 2013, Exhibit 29.
- c. Even though at this point, the past due balance was paid by a check dated 2-8-2017 that satisfied the Judgment entered in Bozeman district, the card still appears on a credit report dated 10-16-2018 as in collection and several lenders not to offer me credit at favorable rates. See Amend Exhibit 1-5.

34.

This claim involved the Bank Of America. This is all that is covered in this suite, but Chase cards as well as city were also involved at making harassing phone calls at the same time .

35. Injuries.

It was quite clear that the Bank after being a cause off the problem, intended to collect aggressively, you might say criminally. This created physiological stress to a point that it caused physical harm and damage to my general health. It was also quite clear, that I would halve to deal with this at own devices. Investing further my own time. Due to the amount off stress, my age, my current health, I do not believe that it is possible to return to a normal profession as I did before these incidences involving the Bank occurred. I am still incurring harm in October off 9/16/2020 due to the increased payment on the Mazda and my previous car the Juke.

36. Requested relief.

For the time, pain, stress, created buy the calls. To be made whole, and to be able to proceeded forward with a reasonable standard off life, I am asking for 2,500,000 shares or monetary equivalent of BAC for actual damages. I also believe that above and beyond this, punitive damages are appropriate in this count.

Count 3

Failure to produce records regarding Fraud and security breaches and other issues surrounding the account.

37. Plaintiff incorporates the above allegations by reference.

38. Rights or Laws that were violated.

- a. I was Bank Card Customer. As a minimum, if asked you would expect the Bank to be able to provide specific records regarding the account. This as a minimum make them Negligent.
- b. In a response to a request for production even when in court. The Bank still did not voluntarily provide the requested records. They knowingly and willfully refused to furnish the details off the fraud and other requested records surrounding the account.

39. Dates and Approximate time surrounding the claim.

- a. The Bank of America card had systemic fraud problems. Their were also some notable security violations. Item 5 in the request for production sighted two specific incidents Item's 7 and 8 in the counterclaims, and requested the detailed records as well as any other records off fraud and disputed charges that was on the account. The Request for production was dated 6/20/2016, Exhibit 11.
- b. Their was a successful attempt that gained access to my online account in the mid 2000 while I was working in New York City. My password kept changing. I had to use the challenge question to get into the account. Once in, the email address off the owner had been changed from my msn account to a Syrian email address. I check my credit report, their was an attempt to gain an authorization at a Texas Ford Dealership which was un-successful. They were not able to purchase a vehicle.

- c. The second event was I had a knocked down drag out fit with a Bank Of America Supervisor. I had gotten a re-occurrent charge. I had stopped it and it started again. They company was very deceptive in that it sent me numerous emails, and re-started it without my consent. I convinced a Bank Of America supervisor to remove the charge, and I think she shut down their companies ability to submit credit card charges electronically into the Visa Payment System. A short time later, a charge for an air line ticket in a completely different name, flying out off Las Vegas McCarran to a third world country appeared on one off my cards, and I hit a Henderson emergency room at 4 in morning, vomiting, unable to stand slurred speech. I halve not work professionally since shortly after this incident.

40. Supporting Facts

- a. Details of the above incidences and a record off all fraud on the account was requested in Item 5 of the request for documents.
- b. Even when formally requested while in court, the Bank did not voluntarily comply with the request. They stated they feel that this request seeks confidential and competitively sensitive informatization. See Exhibit 12, their response.
- c. This count involves Bank Of America. Note, that buy not releasing these records, in timely manner, the halve prevented knowing the true facts off a potential claim. I would liken this to their being records off a police or FBI investigation and then law enforcement not furnishing the detailed records to you or your attorney. At this point, the Bank has assumed the Civil liability.
- d. Negative entries on my credit report due to facts and issues that were withheld in this discovery has caused my loan payment on my current and

previous car to be increased. I am still incurring damages and paying elevated rates on my Mazda CX-30 due to issues that were withheld in this request for discovery to this day.

41. Injuries

- a. This is a court of law, and in the civil process, the entity that does the harm or causes the damage is financially responsible. You can process serve or sue civilly just about anything. But gain a judgment or start suite you would specific and detailed evidence. When the bank consistently refused to furnish the details of these events, it makes it impossible to proceed against the guilty party. I would liken this to contacting the police for a report on a fatal car accident and then having them refuse to furnish it. This would prevent the victim from pursuing a normal civil process. And it would also hamper even the basic task of retaining counsel because you have nothing to show them.
- b. Since the incident in Henderson, the Plaintiff has really not been able to work in his profession. The Bank has still not produced the records, and I submit that this has really harmed me and that at this point they have assumed the liability of this issue for failure to behave as expected and simply produce the records from the account.
- c. I am still incurring harm as late as October of 2018 when I was denied credit in refinancing my truck. I am currently paying elevated rates on my new Mazda CX-30.

42. Requested relief.

For the time, pain, stress, created by the event that were mentioned. Taking into account that the Plaintiff has not worked since the 2011 medical event in Henderson, for which the Banks Card played a major role. To be made whole, and to be able to proceed forward with a reasonable standard of life, I am asking for 3,000,000 shares or monetary equivalent of BAC for actual damages.

Count 4.

Improper Access to the credit card charges.

43. Rights or Laws that were violated.

- a. As a minimum, you would expect the bank to respect and protect a card members privacy, and not disseminate or access card holder data in an inappropriate manner that violates the customers privacy.
- b. I believe the Bank knowingly did this, and used the data and acted in such a manner that they knew it was intended to cause the customer harm.
- c. I believe that this is also a breach of the card holder agreement and the privacy policy and their for a breach of contract.
- d. I believe that this also constitutes conducting warrantless surveillance on a US Citizen on us soil.

44. Dates and Approximate time surrounding the claim.

- a. This was complained about in the 12-18-2013 letter, Exhibit 1 and the counterclaim dated 9/8/2015. This type of issue relies on kind of invisible. It can be done a number of ways, including by a third party

if the data is being legally exported. Through computer hacks, or improper access from internal employees.

- b. Even evidence existence that shed some light on this issue, was not know until the response to the request for documents dated July 26 2016.
- c. Note, even though now paid, the Bank Card still appears on my credit report as under collection, and the plaintiff was denied credit on an auto refinancing loan buy 4 lenders at a favorable rate as late as Oct of 2018. See Exhibit 22.

45. Supporting Facts

IN the response to the request for documents, Exhibit 12, the bank did state they made a reasonable attempt to look into the account and weather there were any down stream access buy law enforcement or military intelligence, and weather their was any court ordered access. These they felt their was no evidence to support these items. But they refused to respond voluntarily to Item 3. The Date and Times of any Bank Employee viewing the charges internally, and what they did with it.

46.

This count involves the Bank Of America.

47. Injuries

- a. Federal Law enforcement, uses credit card data to track and apprehend fugitives. You halve the right to remain silent, but the one thing you do halve to do is identify your self to a law enforcement officer. So, if you can find the location off a person with an arrestable warrant, you can walk right up, ask them to identify them selves and scurry them off to jail.

- b. The Plaintiff has never been arrested, but their were multiple issue of strange health problems, and also either employees or patrons that frequent the same venues being contacted or told to observe the Plaintiff.
- c. It is unclear exactly what the data was used for, or who it was furnished to, but their have been 4 to five issues of foreign substances, mikes, ralfess served in local restraints where the plaintiff was know to eat.
- d. Their were also several other obvious incident's where the plaintiff was contacted buy a fire arms dealer in another state several weeks after purchasing a riffle. The contact was obviously inappropriate. It was not done buy federal law enforcement. The way the exact dealer was located was from viewing credit charges.
- e. Quite a bit off this can be traced back to improper access and viewing off real time credit card charges in the Banks Computer.
- f. As late as October 2018, I was denied favorable refinancing buy 4 lending institutions. Amended Exhibit 1-5. I believe that this is in part of in whole due to the Bank Behavior.
- g. As of 5-8-2020 I purchased a new Mazda CX-30 at a unfavorable interest rate. I am still incurring damages to this from the use of this credit card and the Bank allowing access the my charges.

48. Requested relief.

For the time, pain, stress, created buy the event that were mentioned. Taking into account that the Plaintiff has not worked since the 2011 medical event in Henderson, for which the Banks Card played a major role. To be made whole, and to be able to proceeded forward with a reasonable

standard of life, I am asking for 3,000,000 shares or monetary equivalent of BAC for actual damages, for this count. Since the particular facts of this count show that the data probably was not obtained through an outside hack, but rather the bank's employees accessing the data, and either using it or providing it to a third party, I believe this was an intentional and deliberate violation of the Plaintiff's right to privacy, and they are potentially subject to Punitive damages.

Count 5.

Incorrect Information on My Credit Report

49. Rights or Laws that were violated.

50. I believe as a minimum the Bank is Negligent. It was exhibited that this collection was paid. With the other issues highlighted in this suite, the Bank has failed to exercise a level of care necessary to protect others.

51. I believe that the record was left on the credit report of knowingly and willfully to cause harm to the plaintiff.

52. I believe that it is not being accurately reported in that it stated that it is in collection. As a minimum it is a paid collection. The collection amount also appears as a High/Limit. I believe this entry violates the Fair Credit Reporting Act, 15 U.S.C. & 1681n and 1681o. I believe, 1681s-2 (a)(1)(A) has been satisfied and 1681s-2(a)(1)(D) has been satisfied in the Bank had reasonable cause to believe that the information is inaccurate because the Judgment that the Bank obtained in the Bozeman District Law suite was paid and is on record with the court. Exhibit 26. Show the satisfaction of the Judgment. At this time the bank should have changed the status paid and probably should have removed it from my credit report.

53. Dates and Approximate time surrounding the claim.

54. October 2018. Amend Exhibit 1-5

55. Injuries

I attempted to refinance my 2015 Juke. I was quoted rates as low at 250 dollars a month but was denied at these prices by 4 lenders. I believe the incorrect entry or the elusion off the account in collection with zero balance in the fine print had a direct impact on these failures. If you look at the notes, my credit score was too low, and this derogatory information would as a minimum certainly lower ones credit score. I was quote rates as low as 250 dollars a month. I was able to refinance from 395 a month to 310, but this is still 60 dollars higher than a normal customer would pay, and this is after making payments regularly for over year at the higher rates. I believe the Bank, if not completely is partly responsible for this issue.

56. Requested Relief

I am request 30,000 shares of stock or monetary equivalent. Pluss I feel this item is eligible for punitive damages.

Count 6.

Incorrect Ex-Parte Communication

57. Rights or Laws that were violated.

58. As a minimum, the defendant was negligent, in the Bozeman law suite they lead a state District Judge to believe that their was an ancillary issue, such as a contract with the US Federal Government that would prevent his court from rendering a Judgement. This conversation was done Ex-Parte, I was unaware off it, and the Defendant was later unable to produce documentation to substantiate the claim.

59. I believe they may have done this knowingly with the intent to cause the Plaintiff Harm.

60. I believe that this, especially for an attorney in malpractice, in that generally this type of claim would be addressed in a single case. In Bozeman District, everything needs to be on record with the clerk. Had the attorney attempted to actually produce this contract to document the issue or spoken to me privately, the problem would have worked itself out, in that no contract exists, and I would have told them that.

Dates and Approximate time surrounding the claim.

61. The Counter Claim was dated 9/8/2015

62. There was a Satisfaction of Judgement entered on 3/29/2017

63. Big Sky Civil Trust was not created and run through probate until Feb 2020

Supporting Facts

64. There was a motion, Amend Exhibit 8, for the court to investigate this alleged Ex-Parte communication/ancillary issue. I had learned about this in another hearing. I believe that this went un-responded to.

65. Exhibit 10 was a request for records and any records of an Ex Parte communication. It went un-responded to.

66. Amend Exhibit 9 was a motion docketed to attempt to re-instate the counter claim. It also had a brief. It went Un-Responded to. There were no statements that any of the issues or statements in the motion were factually incorrect.

67. Exhibit 15 is a Privacy act Request to the FBI records office. After this background check issue came to my attention I ran my social security number through the FBI Records office. In their response, the FBI themselves stated they did find a data point that would cause a high level failure off the civil background check. But they stated they had no supporting documentation or contract to substantiate it.

Injuries

68. As a minimum, this has delayed my day in court until this law suite. As off the time off filling this complaint, the true facts off the cause off my injuries are still not know. The counterclaim was dated 9/8/2015 and it still has not been heard.

69. I am not an attorney, we will see if this incorrect statement prevents me from getting my issues heard at all against the Bank. This in it self is not acceptable.

70. The Motion to dismiss that was filed buy the Defendant, was granted in a day, and their was no statement from the court about filling an amended complaint or what exactly this issues was that would halve normally prevented me from gaining any discovery. This as a minimum has wasted three years. As we will see if we ever get beyond the motion to dismiss stage.

71. I was forced to satisfy a 36,000 dollar Judgment at great hardship to my family as a result off this behavior. We will see if this assignee event ever in it self gets corrected.

Requested Relief.

72. On this count I am requesting 3,000,000 shares of Bac Common Stock or monetary equivalent. I also believe that Punitive damages would be appropriate. The fact that the bank was notified off a serious issue, and the started the law suite without ever contacting me is not acceptable.

Count 7.

Leaving Derogatory information on my credit report.

Rights or Laws that were violated.

73. I believe as a minimum the Bank is Negligent. Count 5 was stated in the last suite in Butte. While the bank did at least correct the status to Paid and closed, the left the account on my credit report, and it shows derogatory information. Derogatory information can stay on a report for up to seven years if it is still an open collection, but once paid can be instantly removed.
74. I believe that this was left on my credit report intentionally and with the intent of knowingly and willfully causing harm to the plaintiff.

Dates and Approximate time surrounding the claim.

75. Amend Exhibit 10. I purchased my new Mazda on 5/8/2020
76. Amend Exhibit 11 shows a copy of my credit report as of 8-1-2020. Page 8 shows the Bank of America credit card with the derogatory information on my credit report.

Injuries

77. Amend Exhibit 12 is three scenarios run through the Mazda web Sight for loan rates on my Mazda CX-30. A Credit score of 700 generated a loan interest rate of 1.9%. A score of 680 generated a 3.9% rate. A score of 668, the score from my credit report generated a 5.9% rate. Since I feel into the 5.9% percent tier. This has increased my monthly payments for the life of the loan. Even at this point if the card is removed from my credit report, it is my understanding that you cannot refinance at the preferred rate without selling the car and starting over. These rates are only available on new car purchases as an incentive to move new cars off the lot.

78. Requested Relief,

I am requesting 30,000 shares of BAC common stock or monetary equivalent. Pluss I feel that this item is eligible for punitive damages.

Background on Plaintiffs previous Military Service and Executed Contractual Agreements.

As stated in the previous court case in Butte, it is my understanding that the Plaintiff is mechanically failing some kind off civil background check. This was clearly stated in the Butte complaint, and nothing was presented to the court and a Conversion to summary judgment under 12d was not requested for the issues covered in this suite. Nothing regarding this issues has changed. I believe I am still mechanically failing this check, but nothing new has changed that would cause the issue to be revisited. I am in the process off attempting to get the bad data point removed. I am not an attorney, they are very vague as to the actual

vendor off this system, what is exactly in the database or how you would actually go about getting a bad piece of data removed. But I am unaware off any reason this suite cannot continue. And as you see, once this is stated, there is no longer any calls to the court house deputy, and there is no mention or attempt to the court what ever this magic database puts in front off the General Counsels face.

A handwritten signature in blue ink that reads "David S. Braun". The signature is written in a cursive, flowing style.

Big Sky Civil Tr
David Steven Braun TTEE

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9/17/2020